

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

NAVID ZAMANI, D.M.D., an individual,

Plaintiff,

V.

AETNA, INC., a Pennsylvania corporation; and DOES 1 through 50, inclusive,

,

Defendants.

No. CV 15-7321 JFW (FFM<sub>x</sub>)

# PROTECTIVE ORDER

## 1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. In particular, certain documents may be requested or produced that contain: (a) confidential Protected Health Information (defined below) entitled to protection from disclosure under federal and California law, including without limitation the Health Insurance Portability and Accountability Act of 1996—as set

1 forth in 45 C.F.R. Parts 160, 162, and 164—and the California Confidentiality of  
2 Medical Information Act—as set forth in California Civil Code Section 56, *et seq.*;  
3 (b) information that constitutes a trade secret in accordance with California Civil  
4 Code § 3246.1, including financial or actuarial projections, analyses, or studies  
5 and/or non-public business or financial strategies; and/or (c) other confidential,  
6 proprietary, competitive, or private information for which special protection from  
7 public dissemination or disclosure (and from use for any purpose other than  
8 prosecuting or defending this action) would be warranted.

9 The Parties to this action desire to protect the confidentiality of the  
10 information described above as well as the confidentiality of any other proprietary  
11 information, confidential business information, information that must be protected  
12 from disclosure for business or competitive purposes and/or information in which a  
13 party, its employees, third parties or their employees have a privacy interest that may  
14 be requested and produced in this action. Protecting such confidential information  
15 from disclosure is in the public interest.

16 Accordingly, the Parties hereby stipulate to and petition the Court to enter the  
17 following Stipulated Protective Order. The Parties acknowledge that this Order does  
18 not confer blanket protections on all disclosures or responses to discovery and that  
19 the protection it affords from public disclosure and use extends only to the limited  
20 information or items that are entitled to confidential treatment under the applicable  
21 legal principles. The Parties further acknowledge, as set forth in Section 12.3, below,  
22 that, in accordance with Local Rule 79-5 and subject to public policy and further  
23 court order, nothing shall be filed under seal, and the Court shall not be required to  
24 take any action, without separate prior order by the Court, after application by the  
25 affected party with appropriate notice to opposing counsel.

## 26 **2. DEFINITIONS**

27 2.1. Challenging Party: a Party or Non-Party that challenges the designation of  
28 information or items under this Order.

1           2.2. “CONFIDENTIAL” Information: Discovery Material that contains (a)  
2 Protected Health Information; (b) trade secrets, confidential business, employment,  
3 financial, competitive, or proprietary information, information that for business or  
4 competitive purposes must be protected from disclosure, and/or information in which a  
5 Party, its employees, Non-Parties, or their employees have a privacy interest; or (c)  
6 information subject to protection from disclosure, or limitation upon disclosure, under  
7 any other applicable law.

8           2.3. “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”  
9 Information: extremely sensitive “CONFIDENTIAL” Information, the disclosure of  
10 which to another Party or Non-Party would create a substantial risk of serious harm that  
11 could not be avoided by less restrictive means.

12           2.4. Counsel (without qualifier): Outside Counsel of Record and In-House  
13 Counsel (as well as their support staff).

14           2.5. Designating Party: a Party or Non-Party that designates Discovery Material  
15 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

17           2.6. Discovery Material: all items or information, regardless of the medium or  
18 manner in which it is generated, stored, or maintained that are produced or generated in  
19 disclosures or responses to discovery in this matter (including, but is not limited to,  
20 documents and writings, testimony, transcripts, or tangible things). Discovery Material  
21 also includes responses to discovery, such as interrogatory answers.

22           2.7. Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this action, (2) is not a past or current employee  
25 of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated  
26 to become an employee of a Party or of a Party’s competitor. “Expert” also includes the  
27 Expert’s secretarial, technical, and clerical employees who are actively assisting the  
28 Expert in this action.

1           2.8. In-House Counsel: attorneys who are employees of a Party to this action.  
2 In-House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.9. Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.10. Outside Counsel of Record: attorneys who are not employees of a Party to  
7 this action but are retained to represent or advise a party to this action and have  
8 appeared in this action on behalf of that Party or are affiliated with a law firm which has  
9 appeared on behalf of that Party.

10          2.11. Party: any party to this action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.12. Producing Party: a Party or Non-Party that produces Discovery Material in  
14 this action.

15          2.13. Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
18 their employees and subcontractors.

19          2.14. Protected Health Information: as defined in California Civil Code Section  
20 56.06(f), “any individually identifiable information, in electronic or physical form, in  
21 possession or derived from a provider of health care, health care service plan, or  
22 contractor regarding a patient’s medical history, mental or physical condition, or  
23 treatment.”

24          2.15. Protected Material: any Discovery Material that is designated as  
25 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
26 ONLY.”

27          2.16. Receiving Party: a Party that receives Discovery Material from a  
28 Producing Party.

1           2.17. Requesting Party: a Party that has propounded a discovery request seeking  
2 Discovery Material.

3           2.18. Responding Party: a Party that has been served with a discovery request  
4 from a Requesting Party.

### 5 **3. SCOPE**

6           The protections conferred by this Stipulated Protective Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or extracted  
8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
9 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
10 or their Counsel that might reveal Protected Material. However, the protections  
11 conferred by this Stipulation and Order do not cover the following information: (a)  
12 any information that is in the public domain at the time of disclosure to a Receiving  
13 Party or becomes part of the public domain after its disclosure to a Receiving Party as  
14 a result of publication not involving a violation of this Order, including becoming part  
15 of the public record through trial or otherwise; and (b) any information known to the  
16 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
17 disclosure from a source who obtained the information lawfully and under no  
18 obligation of confidentiality to the Designating Party. Any use of Protected Material at  
19 trial shall be governed by a separate agreement or order.

### 20 **4. DURATION**

21           Even after final disposition of this litigation, the confidentiality obligations  
22 imposed by this Order shall remain in effect until a Designating Party agrees  
23 otherwise in writing or a court order otherwise directs. Final disposition shall be  
24 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or  
25 without prejudice; and (2) final judgment herein after the completion and exhaustion  
26 of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
27 limits for filing any motions or applications for extension of time pursuant to  
28 applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1. The Producing Party may designate Discovery Material as  
3 “CONFIDENTIAL” by stamping each page containing such information with the  
4 word “CONFIDENTIAL,” or as otherwise provided in Paragraph 5.4, below. Unless  
5 otherwise agreed to by the Producing Party, any information so designated may be  
6 disclosed only to individuals identified in Paragraph 7.2, below.

7 5.2. The Producing Party may designate Discovery Material as “HIGHLY  
8 CONFIDENTIAL—ATTORNEYS’ EYES ONLY” by stamping each page containing  
9 such information with the legend “HIGHLY CONFIDENTIAL — ATTORNEYS’  
10 EYES ONLY” at the time of production, or as otherwise provided in Paragraph 5.4,  
11 below. Unless otherwise agreed to by the Producing Party, any information so  
12 designated may be disclosed only to individuals identified in Paragraph 7.3, below. In  
13 the event that Outside Counsel of Record or In-House Counsel for a Receiving Party  
14 wish to disclose such information to individuals other than as provided by Paragraph  
15 7.3, including any disclosure to a Party, Outside Counsel of Record for the Receiving  
16 Party shall inform Outside Counsel of Record for the Designating Party of their  
17 intention in writing, and thereafter meet and confer with Outside Counsel of Record  
18 for the Designating Party. If such Outside Counsel of Record are unable to reach  
19 agreement, the Outside Counsel of Record for the Receiving Party may file a motion  
20 for permission to disclose the “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES  
21 ONLY” Information to individuals other than those identified in Paragraph 7.3. In the  
22 event of such a motion, all recipients of the information shall continue to treat the  
23 material as designated by the Designating Party until the Court and/or Discovery  
24 Referee rules to the contrary.

25 5.3. To the extent that it is necessary to file any Protected Material with the  
26 Court, the filing party shall apply for a Court Order sealing the materials. If the Court  
27 declines to issue such an order, the Parties will redact any Protected Material that is

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1 required to be kept confidential by law before filing such material with the Court,  
2 unless explicitly ordered by the Court to publicly disclose such information.

3 5.4. Manner and Timing of Designations. Except as otherwise provided in  
4 this Order (see, e.g., second paragraph of section 5.4(a) below), or as otherwise  
5 stipulated or ordered, Discovery Material that qualifies for protection under this Order  
6 must be clearly so designated before the material is disclosed or produced.

7 Designation in conformity with this Order requires the following:

8 (a) For information in documentary form (e.g., paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), the Producing Party must affix the legend “CONFIDENTIAL” or  
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
12 contains protected material. If only a portion or portions of the material on a page  
13 qualifies for protection, the Producing Party also must clearly identify the protected  
14 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for  
15 each portion, the level of protection being asserted.

16 A Party or Non-Party that makes original documents or materials available for  
17 inspection need not designate them for protection until after the inspecting Party has  
18 indicated which material it would like copied and produced. During the inspection and  
19 before the designation, all of the material made available for inspection shall be  
20 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
21 inspecting Party has identified the documents it wants copied and produced, the  
22 Producing Party must determine which documents, or portions thereof, qualify for  
23 protection under this Order. Then, before producing the specified documents, the  
24 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains  
26 Protected Material. If only a portion or portions of the material on a page qualifies for  
27 protection, the Producing Party also must clearly identify the protected portion(s)  
28



1 (e.g., by making appropriate markings in the margins) and must specify, for each  
2 portion, the level of protection being asserted.

3 (b) For testimony given in deposition, the Designating Party must  
4 identify on the record, before the close of the deposition, all protected testimony and  
5 specify the level of protection being asserted. When it is impractical to identify  
6 separately each portion of testimony that is entitled to protection and it appears that  
7 substantial portions of the testimony may qualify for protection, the Designating Party  
8 may invoke on the record (before the deposition is concluded) a right to have up to 21  
9 days to identify the specific portions of the testimony as to which protection is sought  
10 and to specify the level of protection being asserted. Only those portions of the  
11 testimony that are appropriately designated for protection within the 21 days shall be  
12 covered by the provisions of this Stipulated Protective Order. Alternatively, a  
13 Designating Party may specify, at the deposition or up to 21 days afterwards if that  
14 period is properly invoked, that the entire transcript shall be treated as  
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY.”

17 Parties shall give the other parties notice if they reasonably expect a deposition to  
18 include Protected Material so that the other Parties can ensure that only authorized  
19 individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
20 (Exhibit A) and who fall within Paragraphs 7.2 or 7.3, below, as applicable, are present at  
21 those proceedings. The use of a document as an exhibit at a deposition shall not in any  
22 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY.”

24 Transcripts containing Protected Material shall have an obvious legend on the title  
25 page that the transcript contains Protected Material, and the title page shall be followed  
26 by a list of all pages (including line numbers as appropriate) that have been designated as  
27 Protected Material and the level of protection being asserted by the Designating Party.  
28 The Designating Party shall inform the court reporter of these requirements. Any



transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

To the extent any testimony or documents used therein contain Protected Material, the necessary actions shall be taken to protect Protected Material from being disclosed to individuals who do not have a right to view such Protected Material.

(c) For information produced in some form other than documentary and for any other tangible items, the Producing Party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.5. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

5.6. The Parties further intend that any and all Protected Health Information produced in this action shall be automatically deemed “CONFIDENTIAL” Information and governed by this Order, even if not separately designated as such by the Producing Party.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial

1 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
2 litigation, a Party does not waive its right to challenge a confidentiality designation by  
3 electing not to mount a challenge promptly after the original designation is disclosed.

4       6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
5 resolution process by providing written notice of each designation it is challenging  
6 and describing the basis for each challenge. To avoid ambiguity as to whether a  
7 challenge has been made, the written notice must recite that the challenge to  
8 confidentiality is being made in accordance with this specific paragraph of the  
9 Protective Order. The Parties shall attempt to resolve each challenge in good faith and  
10 must begin the process by conferring directly (in voice to voice dialogue; other forms  
11 of communication are not sufficient) within 14 days of the date of service of notice. In  
12 conferring, the Challenging Party must explain the basis for its belief that the  
13 confidentiality designation was not proper and must give the Designating Party an  
14 opportunity to review the designated material, to reconsider the circumstances, and, if  
15 no change in designation is offered, to explain the basis for the chosen designation. A  
16 Challenging Party may proceed to the next stage of the challenge process only if it has  
17 engaged in this meet and confer process first or establishes that the Designating Party  
18 is unwilling to participate in the meet and confer process in a timely manner.

19       6.3. Judicial Intervention. If the Parties cannot resolve a challenge without  
20 court intervention, the Designating Party shall file and serve a motion to retain  
21 confidentiality within 21 days of the initial notice of challenge. Each such motion  
22 must be accompanied by a competent declaration affirming that the movant has  
23 complied with the meet and confer requirements imposed in the preceding paragraph.  
24 Failure by the Designating Party to make such a motion including the required  
25 declaration within 21 days shall automatically waive the confidentiality designation  
26 for each challenged designation.

27       The burden of persuasion in any such challenge proceeding shall be on the  
28 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,

1 to harass or impose unnecessary expenses and burdens on other parties) may expose  
2 the Challenging Party to sanctions. Unless the Designating Party has waived the  
3 confidentiality designation by failing to file a motion to retain confidentiality as  
4 described above, all Parties shall continue to afford the  
5 material in question the level of protection to which it is entitled under the Producing  
6 Party's designation until the Court rules on the challenge.

## 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

8 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
9 disclosed or produced by another Party or by a Non-Party in connection with this case  
10 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
11 Material may be disclosed only to the categories of persons and under the conditions  
12 described in this Order. When the litigation has been terminated, a Receiving Party  
13 must comply with the provisions of Section 13 below (FINAL DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a  
15 location and in a secure manner that ensures that access is limited to the persons  
16 authorized under this Order.

17 7.2. Disclosure of "CONFIDENTIAL" Information. Unless otherwise ordered  
18 by the Court or permitted in writing by the Designating Party, a Receiving Party may  
19 disclose any information or item designated "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this action, as  
21 well as employees of said Outside Counsel of Record to whom it is reasonably  
22 necessary to disclose the information for this litigation and who have signed the  
23 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

24 (b) the officers, directors, and employees (including In-House Counsel)  
25 of the Receiving Party to whom disclosure is reasonably necessary for this litigation  
26 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
27 A);  
28

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) In-House Counsel of the Receiving Party and their support staff (1) to whom disclosure is reasonably necessary for this litigation and (2) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

## **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order

issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Responding Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Responding Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Responding Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the

1 Responding Party may produce the Non-Party's confidential information responsive  
2 to the discovery request. If the Non-Party timely seeks a protective order, the  
3 Responding Party shall not produce any information in its possession or control that is  
4 subject to the confidentiality agreement with the Non-Party before a determination by  
5 the Court. Absent a court order to the contrary, the Non-Party shall bear the burden  
6 and expense of seeking protection in this Court of its Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Producing Party learns that, by inadvertence or otherwise, it has disclosed  
9 Protected Material to any person or in any circumstance not authorized under this  
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
13 persons to whom unauthorized disclosures were made of all the terms of this Order,  
14 and (d) request such person or persons to execute the "Acknowledgment and  
15 Agreement to Be Bound" that is attached hereto as Exhibit A.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
17 **PROTECTED MATERIAL**

18 (a) If a Producing Party discovers that it has inadvertently produced  
19 Discovery Material subject to a claim of privilege, the Producing Party must promptly  
20 notify the Receiving Party.

21 (b) If a Receiving Party receives Discovery Material that obviously  
22 appears to be subject to the attorney-client privilege, attorney work product doctrine,  
23 or otherwise clearly appears to be confidential and privileged and where it is  
24 reasonably apparent that the materials were provided or made available through  
25 inadvertence, the Receiving Party should refrain from examining the materials any  
26 more than is essential to ascertain if the materials are privileged or confidential, and  
27 shall immediately notify the Producing Party that the Receiving Party possesses  
28 material that appears to be privileged or confidential.



(c) Upon the occurrence of the circumstances described in (a) or (b) above, the Receiving Party must promptly sequester the specified information and any copies it has; must not further review, use, or disclose the information until the claim of privilege or confidentiality is resolved; and must take reasonable steps to retrieve the information if the Receiving Party disclosed it before the occurrence of (a) or (b) above. The Parties must promptly meet and confer concerning the claim of privilege or confidentiality and the disposition of the inadvertently produced Discovery Material. If unable to come to agreement, the Parties may seek guidance from the Court as to the disposition of the inadvertently produced Discovery Material. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

## **12. MISCELLANEOUS**

12.1. Right to Further Relief. Nothing in this Order abridges the right of any Party to seek its modification by the Court in the future.

12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence any of the material covered by this Stipulated Protective Order.

12.3. Filing Protected Material. Without written permission from the Designating Party or a Court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with the applicable Rules of this Court. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.

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1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in Section 4  
 3 (DURATION), each Receiving Party must return all Protected Material to the  
 4 Producing Party or destroy such material. As used in this Section 13, “all Protected  
 5 Material” includes all copies, abstracts, compilations, summaries, and any other  
 6 format reproducing or capturing any of the Protected Material. Whether the Protected  
 7 Material is returned or destroyed, the Receiving Party must submit a written  
 8 certification to the Producing Party (and, if not the same person or entity, to the  
 9 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
 10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
 11 that the Receiving Party has not retained any copies, abstracts, compilations,  
 12 summaries or any other format reproducing or capturing any of the Protected Material.  
 13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
 14 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 15 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
 16 and consultant and expert work product, even if such materials contain Protected  
 17 Material. Any such archival copies that contain or constitute Protected Material  
 18 remain subject to this Protective Order as set forth in Section 4 (DURATION).

19 **14. ENFORCEMENT PERIOD**

20 For a period of six months after final disposition of this action, this Court will retain  
 21 jurisdiction to enforce the terms of this Protective Order.

22 **IT IS SO ORDERED.**

24 DATED: February 16, 2016

25 /S/ Frederick F. Mumm  
 26 **FREDERICK F. MUMM**  
 27 United States Magistrate Judge  
 28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court in and for the Central District of California  
on \_\_\_\_\_ in the case of *Navid Zamani, D.M.D. v. Aetna, Inc., et al.* I agree  
to comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court in  
and for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]